

APPENDIX A.2.C***Federal Deposit Insurance Corp. as Receiver for Amcore Bank N.A., et al., v. Bank of America Corp., et al., 14-cv-1757*****Tortious Interference Claims¹**

Date Filed: March 14, 2014

Alleges conduct occurred from August 2007 – mid-2011. (FDIC-R Compl. ¶ 288; *see also id.* ¶¶ 293, 297)

Failed Financial Institution²	State	FDIC Appointment³	State Statute of Limitations for Tortious Interference	Discovery Rule⁴
Colonial Bank	Alabama	August 14, 2009	Two years. Ala. Code § 6-2-38(1); <i>Hope For Families & Cmty. Serv., Inc. v. Warren</i> , 721 F. Supp. 2d 1079, 1190 (M.D. Ala. 2010).	
California National Bank	California	October 30, 2009	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”

¹ This table corresponds to Schedule J.3 of Defendants’ Master Appendix (Dkt. 743-1).

² The below listed financial institutions include only those whose claims the Defendants seek to dismiss on statute of limitations grounds.

³ The FDIC-R’s claims are subject to the FDIC Extender Statute, which provides the longer of (1) the state statute of limitations period for tortious interference claims or (2) three years beginning from the later of (1) claim accrual or (2) FDIC appointment. *See* 12 U.S.C. § 1821(d)(14).

⁴ Column E discusses state law as to claim accrual. The statute of limitations for these claims may be tolled by Defendants’ fraudulent concealment.

Failed Financial Institution²	State	FDIC Appointment³	State Statute of Limitations for Tortious Interference	Discovery Rule⁴
Downey Savings and Loan Association, F.A.	California	November 21, 2008	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”
First Federal Bank of California, F.S.B.	California	December 18, 2009	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”
First Regional Bank	California	January 29, 2010	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”

Failed Financial Institution²	State	FDIC Appointment³	State Statute of Limitations for Tortious Interference	Discovery Rule⁴
Imperial Capital Bank	California	December 18, 2009	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”
IndyMac Bank, F.S.B.	California	July 11, 2008	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”
La Jolla Bank, F.S.B.	California	February 19, 2010	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”

Failed Financial Institution²	State	FDIC Appointment³	State Statute of Limitations for Tortious Interference	Discovery Rule⁴
Pacific National Bank	California	October 30, 2009	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”
PFF Bank & Trust	California	November 21, 2008	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”
San Diego National Bank	California	October 30, 2009	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”

Failed Financial Institution ²	State	FDIC Appointment ³	State Statute of Limitations for Tortious Interference	Discovery Rule ⁴
United Commercial Bank	California	November 6, 2009	Two years from discovery. Cal. Code Civ. Proc. § 339(1); on obligation; <i>Stutz Motor Car of Am., Inc. v. Reebok Int'l, Ltd.</i> , 909 F. Supp. 1353, 1361 (C.D. Cal. 1995), <i>aff'd</i> , 113 F.3d 1258 (Fed. Cir. 1997).	Actions pursuant to § 339(1) “shall not be deemed to have accrued until the discovery of the loss or damage suffered by the aggrieved party thereunder.”
United Western Bank	Colorado	January 21, 2011	Two years from discovery. Colo. Rev. Stat. §§ 13-80-102; 13-80-108; <i>Tara Woods Ltd. P'ship v. Fannie Mae</i> , 566 F. App'x 681, 690 (10th Cir. 2014).	“[A] cause of action for injury to person, property, reputation, possession, relationship, or status shall be considered to accrue on the date both the injury and its cause are known or should have been known by the exercise of reasonable diligence.”
BankUnited, F.S.B.	Florida	May 21, 2009	Four years. Fla. Stat. § 95.11(3)(o); <i>Yusuf Mohamad Excavation, Inc. v. Ringhaver Equip., Co.</i> , 793 So. 2d 1127, 1128 (Fla. Dist. Ct. App. 2001).	

Failed Financial Institution ²	State	FDIC Appointment ³	State Statute of Limitations for Tortious Interference	Discovery Rule ⁴
Orion Bank	Florida	November 13, 2009	Four years. Fla. Stat. § 95.11(3)(o); <i>Yusuf Mohamad Excavation, Inc. v. Ringhaver Equip., Co.</i> , 793 So. 2d 1127, 1128 (Fla. Dist. Ct. App. 2001).	
Riverside National Bank of Florida	Florida	April 16, 2010	Four years. Fla. Stat. § 95.11(3)(o); <i>Yusuf Mohamad Excavation, Inc. v. Ringhaver Equip., Co.</i> , 793 So. 2d 1127, 1128 (Fla. Dist. Ct. App. 2001).	
Georgian Bank	Georgia	September 25, 2009	Four years. Ga. Code § 9-3-31.	
Silverton Bank, N.A.	Georgia	May 1, 2009	Four years. Ga. Code § 9-3-31.	
Amcore Bank, N.A.	Illinois	April 23, 2010	Five years (from discovery). 735 ILCS 5/13-205; <i>Bank of Blue Island</i> , No. 92 C 5073, 1993 WL 22859, at *5 (N.D.Ill. Jan. 20, 1993).	Where a tort arises from contract, the “discovery rule serves to postpone the starting of the limitations period until the injured party either knows or should have known the injury and also knows or reasonably should have known that the injury was caused by the wrongful acts of another.” <i>Commonwealth Edison Co. v. Encompas, Inc.</i> , 158 Ill. App. 3d 852, 857 (1987).

Failed Financial Institution ²	State	FDIC Appointment ³	State Statute of Limitations for Tortious Interference	Discovery Rule ⁴
Corus Bank, N.A.	Illinois	September 11, 2009	Five years (from discovery). 735 ILCS 5/13-205; <i>Bank of Blue Island</i> , No. 92 C 5073, 1993 WL 22859, at *5 (N.D.Ill. Jan. 20, 1993).	Where a tort arises from contract, the “discovery rule serves to postpone the starting of the limitations period until the injured party either knows or should have known the injury and also knows or reasonably should have known that the injury was caused by the wrongful acts of another.” <i>Commonwealth Edison Co. v. Encompas, Inc.</i> , 158 Ill. App. 3d 852, 857 (1987).
Midwest Bank and Trust Company	Illinois	May 14, 2010	Five years (from discovery). 735 ILCS 5/13-205; <i>Bank of Blue Island</i> , No. 92 C 5073, 1993 WL 22859, at *5 (N.D.Ill. Jan. 20, 1993).	Where a tort arises from contract, the “discovery rule serves to postpone the starting of the limitations period until the injured party either knows or should have known the injury and also knows or reasonably should have known that the injury was caused by the wrongful acts of another.” <i>Commonwealth Edison Co. v. Encompas, Inc.</i> , 158 Ill. App. 3d 852, 857 (1987).

Failed Financial Institution ²	State	FDIC Appointment ³	State Statute of Limitations for Tortious Interference	Discovery Rule ⁴
Park National Bank	Illinois	October 30, 2009	Five years (from discovery). 735 ILCS 5/13-205; <i>Bank of Blue Island</i> , No. 92 C 5073, 1993 WL 22859, at *5 (N.D.Ill. Jan. 20, 1993).	Where a tort arises from contract, the “discovery rule serves to postpone the starting of the limitations period until the injured party either knows or should have known the injury and also knows or reasonably should have known that the injury was caused by the wrongful acts of another.” <i>Commonwealth Edison Co. v. Encompas, Inc.</i> , 158 Ill. App. 3d 852, 857 (1987).

Failed Financial Institution ²	State	FDIC Appointment ³	State Statute of Limitations for Tortious Interference	Discovery Rule ⁴
Irwin Union Bank and Trust Company	Indiana	September 18, 2009	Two years from discovery. Ind. Code § 34-11-2-4; <i>McLaughlin Equip. Co. v. Servaas</i> , No. IP98-0127-C-T/K, 2004 WL 1629603, at *58 (S.D. Ind. Feb. 18, 2004).	“Indiana follows the discovery rule for determining when a cause of action accrues. . . . [A] cause of action accrues . . . not when the tortious conduct occurs, but when the plaintiff knows or in the exercise of ordinary diligence could discover that an injury had been sustained as a result of the tortious act of another.” <i>Stillwater of Crown Point Homeowner's Ass'n, Inc. v. Kovich</i> , 865 F. Supp. 2d 922, 938 (N.D. Ind. 2011)
Hillcrest Bank	Kansas	October 22, 2010	Two years from discovery. K.S.A. §§ 60-513(a)(4), 60-513(b)	“[T]he causes of action listed in subsection (a) shall not be deemed to have accrued until the act giving rise to the cause of action first causes substantial injury, or, if the fact of injury is not reasonably ascertainable until some time after the initial act, then the period of limitation shall not commence until the fact of injury becomes reasonably ascertainable to the injured party.”

Failed Financial Institution²	State	FDIC Appointment³	State Statute of Limitations for Tortious Interference	Discovery Rule⁴
TierOne Bank	Nebraska	June 4, 2010	Four years. Neb. Rev. Stat. § 25-207; <i>Hroch v. Farmland Indus., Inc.</i> , 548 N.W.2d 367, 371 (Neb. App. 1996).	
Washington Mutual Bank	Nevada	September 25, 2008	Three years. Nev. Rev. Stat. Ann. § 11.190(3); <i>Bancorp Int'l Grp. v. Fin. Indus. Regulatory Auth.</i> , 3:13-CV-00170-RCJ, 2014 WL 134282 (D. Nev. Jan. 10, 2014)	
First Community Bank	New Mexico	January 28, 2011	Four years. N.M. Stat. § 37-1-4.	“In actions for relief, on the ground of fraud or mistake, and in actions for injuries to, or conversion of property, the cause of action shall not be deemed to have accrued until the fraud, mistake, injury or conversion complained of, shall have been discovered by the party aggrieved.”
Amtrust Bank	Ohio	December 4, 2009	Four years. Ohio Code § 2305.09; <i>Tri-State Computer Exch., Inc. v. Burt</i> , No. C-020345, 2003 WL 21414688 (June 20, 2003)	

Failed Financial Institution²	State	FDIC Appointment³	State Statute of Limitations for Tortious Interference	Discovery Rule⁴
Eurobank	Puerto Rico	April 30, 2010	One year from discovery. 31 L.P.R.A. § 5298(2).	“Actions to demand civil liability for grave insults or calumny, and for obligations arising from the fault or negligence mentioned in § 5141 of this title, from the time the aggrieved person had knowledge thereof.”
R-G Premier Bank of Puerto Rico	Puerto Rico	April 30, 2010	One year from discovery. 31 L.P.R.A. § 5298(2).	“Actions to demand civil liability for grave insults or calumny, and for obligations arising from the fault or negligence mentioned in § 5141 of this title, from the time the aggrieved person had knowledge thereof.”
Westernbank Puerto Rico	Puerto Rico	April 30, 2010	One year from discovery. 31 L.P.R.A. § 5298(2).	“Actions to demand civil liability for grave insults or calumny, and for obligations arising from the fault or negligence mentioned in § 5141 of this title, from the time the aggrieved person had knowledge thereof.”

Failed Financial Institution²	State	FDIC Appointment³	State Statute of Limitations for Tortious Interference	Discovery Rule⁴
Guaranty Bank	Texas	August 21, 2009	Two years from discovery. Tex. Civ. Prac. & Rem. Code § 16.003(a); <i>Wagner & Brown, Ltd. v. Horwood</i> , 58 S.W.3d 732, 734 (Tex. 2001)	“[W]hen the nature of the plaintiff’s injury is both inherently undiscoverable and objectively verifiable,” accrual of a cause of action occurs when “the plaintiff knows or, by exercising reasonable diligence, should know of the facts giving rise to the claim.”
Frontier Bank	Washington	April 30, 2010	Three years from discovery. Wash. Rev. Code § 4.16.080(2); <i>Matter of Estates of Hibbard</i> , 118 Wash. 2d 737, 744–45 (1992).	The discovery rule, which states that “a cause of action accrues at time plaintiff knew or should have known of all essential elements of cause of action,” applies to torts where “injured parties do not, or cannot, know they have been injured.”